latter part of sections 3 and 4 to statutes requiring engines and cars to be equipped with automatic couplers, standard drawbars, and other appliances intended to promote the safety of railroad employees (see San Antonio & A. P. R. Co. *v.* Wagner, 241 U. S., 476, 60 L. Ed., 1110, 1117, 36 Sup. Ct. Rep., 626); by the use of similar words in closely related acts which apply only to carriers operating railroads (March 2, 1893, 27 Stat. at L., 531, chap. 196, Comp. Stat., sec. 8605, 8 Fed. Stat. Anno., 2d ed., p. 1155; May 30, 1908, 35 Stat. at L., 476, chap. 225, Comp. Stat., sec. 8624, 8 Fed. Stat. Anno., 2d ed., p. 1199; May 6, 1910, 36 Stat. at L., 350, chap. 208, Comp. Stat., sec. 8642, 8 Fed. Stat. Anno., 2d ed., p. 1420); and by the fact that similar words in the original Interstate Commerce Act had been construed as including carriers operating railroads, but not express companies doing business as here shown (1 Inters. Com. Rep. 677, 1 I. C. C. Rep., 349; United States *v.* Morsman, 3 Inters. Com. Rep., 112, 42 Fed., 448; Southern Indiana Exp. Co. *v.* United States Exp. Co., 88 Fed., 659, 662, s. c., 35 C. C. A., 172, 92 Fed., 1022. And see American Exp. Co. *v.* United States, 212 U. S., 522, 531, 53 L. ed., 635, 639, 640, 29 Sup. Ct. Rep., 315).

"As Taylor was not an employee of the railroad company, and the express company was not within the Employers' Liability Act, it follows that the act has no bearing on the liability of either company, or on the validity of the messenger's agreement.

"There being no statute regulating the subject, it is settled by the decisions of this court, and is recognized in other jurisdictions, that the messenger's agreement was a valid and binding contract whereby Taylor agreed to assume all risk of injury incident to his employment, from whatever cause arising, assented to the contractual arrangement between the two companies in respect of such injuries, and became obligated to the express company to refrain from asserting any liability against it or the railroad company on account of any such injuries. Express Cases, 117 U. S., 1, 29 L. Ed., 791, 6 Sup. Ct. Rep., 542, 628; Baltimore & O. S. W. R. Co. *v.* Voight, 176 U. S., 498, 44 L. Ed., 560, 20 Sup. Ct. Rep., 385, and cases cited; Santa Fe, P. & P. R. Co. *v.* Grant Bros. Constr. Co., 228 U. S., 177, 57 L. Ed., 787, 33 Sup. Ct. Rep., 474; Robinson *v.* Baltimore & O. R. Co., supra; Perry *v.* Philadelphia, B. & W. R. Co., 1 Boyce (Del.), 399, 77 Atl., 725; McKay *v.* Louisville & N. R. Co., 133 Tenn., 590, 182 S. W., 874; Fowler *v.* Pennsylvania R. Co., 143 C. C. A., 493, 229 Fed., 373."

Illegal Contracts—Employment to Promote Political Candidacy.—In Eads *v.* Stifel, 222 S. W. 482, the St. Louis Court of Appeals, held that under the Missouri statute a contract whereby plaintiff was employed for $100 a week and expenses to devote his time, services and

personal political influence to promote a candidacy for the Republican nomination for President, and the candidacy of defendant for Republican national committeeman for Missouri, was void as against public policy.

The court said in part: "Our court, in Keating *v.* Hyde, 23 Mo. App. 555, held that a promise to pay for services rendered by another as a canvasser at a primary election to secure the promisor's nomination for an office, was unlawful and void. In that case, at page 559, the court quotes sec. 1474, Revised Statutes 1879, which is as follows:

'If any person shall, directly or indirectly, give or procure to be given, or engage to give any money, gift or reward, or any office, place or employment upon any engagement, contract or agreement, that the person to whom, or to whose use or on whose behalf, such gift or promise shall be made, shall, by himself or any other, procure or endeavor to procure the election of any person to any office, at any election by the electors, or any public body, under the constitution or laws of this state, the person so offending shall, on conviction, be adjudged guilty of bribery, and punished by imprisonment in the penitentiary for a term not exceeding five years.'

"This is sec. 3722, Revised Statutes, 1889; sec. 2090, Revised Statues, 1899; and sec. 4401, Revised Statutes 1909.

"Our court said, in Keating *v.* Hyde, supra, that this section had been in force since the revision of 1855, and that it is sufficient for the conclusion of our court, since it clearly indicates the policy of the state. The conclusion of our court in the Keating Case was, that the agreement was void as against public policy. That decision has been cited approvingly by law writers, as see notes to Exchange National Bank of Fitzgerald *v.* Henderson, 139 Ga. 260, 77 S. E. 36, in 51 L. R. A. (N. S.) 551, and is amply supported by the decisions of courts of other states. These cases are so fully cited in the notes in 51 L. R. A. (N. S.) supra, and there commented upon that we do not think it necessary to reproduce them here. Among the cases sustaining this, is Trist *v.* Child, 21 Wall. 441, 22 L. Ed. 623, where the principle is recognized and it was there held that a contract to take charge of a claim before congress, by personal solicitation by the agent, and others supposed to have personal influence in any way with members of congress, to procure the passage of a bill—lobbying for its passage—was void.

"Another case is that of Swayze *v.* Hull, 8 N. J. Law, 54, 14 Am. Dec. 399, in which it was held that a promissory note is void which was made in consideration that the promisee should give the promisor his interest in promoting his election to the office of sheriff, the note being payable after the election if the promisor was elected, and the court held that no recovery could be had upon it by the promisee against the promisor.

"Another case is that of Wilcox *v.* Puryear, 12 Ky. Law Rep. 556, where it was held that a contract by which one agrees, for money or other personal profit, to use his efforts, influence, etc., to induce a majority of the voters at an election to vote for a particular candidate or for any proposition, as for a subscription by a city or county in aid of a railroad, is against public policy, and therefore void. See also King *v.* Raleigh & Pamlico Sound R. R. Co., 147 N. C. 263, 60 S. E. 1133, 125 Am. Rep. 546, 15 Ann. Cas. 40."

Marriage—Annulment of Marriage by Legal Ceremony Entered into in Jest.—In Crouch *v.* Wartenberg, 104 S. E. 117, the Supreme Court of Appeals of West Virginia, held that a marriage ceremony, though actually and legally performed, when entered into in jest, with no intention of entering into the actual marriage status and all that it implies, and with the understanding that the parties are not to be bound thereby, or assume towards each other the relation ordinarily implied in its performance, including the duties, obligations, rights and privileges incident thereto, and followed by no subsequent acts or conduct indicative of a purpose to enter into such relation, does not constitute a legal basis for the marriage status, and the pretended marriage may be annulled in equity at the suit of either party.

The court said in part: "There is no doubt of the right and power of a court of equity, at the request of either party to the contract, to entertain a suit for the purpose of affirming or annulling a marriage supposed to be void, or as to the validity of which any doubt exists, and counsel do not question such right. McClurg *v.* Terry, 21 N. J. Eq. 225; Clark *v.* Field, 13 Vt. 460. * * *.

"To constitute a valid marriage, the parties must possess the legal qualifications, and enter into a mutual agreement or consent to the marriage relation as contemplated by law, 'uninfluenced by fraud or error in any particular deemed fundamental, or by duress.' Spencer, Law of Domestic Relations, § 37.

"According to these and other authors and decisions dealing with the subject, mutual consent and bona fide agreement of the parties, freely given and with the intention of entering into a valid status of marriage, are fundamental and essential elements, and without them the marriage is invalid (McClurg *v.* Terry, 21 N. J. Eq. 225; Clark *v.* Field, 13 Vt. 460; Dorgeloh *v.* Murtha, 92 Misc. Rep. 279, 156 N. Y. Supp. 181; Ford *v.* Stier, L. R. [1896] Probate, 1; Hall *v.* Hall, 24 Times L. R. 756; 1 Bishop, Marriage, Divorce and Separation, §§ 337, 338; Spencer, Law of Domestic Relations, § 82; 26 Cyc. 832, 833), unless consummated by cohabitation as husband and wife, or otherwise ratified or confirmed (Brooke *v.* Brooke, 60 Md. 524).

"In McClurg *v.* Terry, supra, the New Jersey court considered facts and circumstances very similar to those alleged by plaintiff in